



Rep. Thaddeus Jones

Filed: 4/6/2016

09900HB4661ham001

LRB099 19449 AWJ 47096 a

1 AMENDMENT TO HOUSE BILL 4661

2 AMENDMENT NO. _____. Amend House Bill 4661 on page 9,
3 immediately after line 21, by inserting the following:

4 "The members of the Board of Directors shall not sell
5 property to the Authority or buy property held by the
6 Authority."; and

7 by replacing line 8 on page 12 through line 14 on page 17 with
8 the following:

9 "Section 110. General powers. The Authority has the power
10 to do all things necessary or convenient to implement the
11 purposes, objectives, and provisions of this Act including, but
12 not limited to, the following:

13 (a) adopt, amend, and repeal bylaws for the regulation of
14 its affairs and the conduct of its business;

15 (b) acquire by purchase, donation, or other transfers and

1 to hold, lease, manage, and dispose of Real Property of every
2 kind and character, or any interest therein, in furtherance of
3 the public purposes of the Authority;

4 (c) pay any tax or special assessment due on Real Property
5 acquired or owned by the Authority;

6 (d) acquire, accept, or retain equitable interests,
7 security interests, or other interests in any Real Property or
8 other fixtures by loan agreement, note, mortgage, deed to
9 secure debt, trust deed, security agreement, assignment,
10 pledge, conveyance, contract, lien, or other consensual
11 transfer in order to secure the repayment of any moneys loaned
12 or credit extended by the Authority;

13 (e) borrow money from private lenders, from municipalities
14 or counties, from the State or from federal government funds,
15 subject to the approval of the corporate authorities, to
16 further or carry out the Authority's public purpose by
17 executing leases, trust indentures, trust agreements,
18 agreements for the sale notes, loan agreements, mortgages,
19 deeds to secure debt, trust deeds, security agreements,
20 assignments, and other agreements or instruments as may be
21 necessary or desirable, in the judgment of the Authority, to
22 evidence and to provide security for such borrowing;

23 (f) apply directly or indirectly to any federal, state,
24 county, or municipal government or agency, or to any other
25 source, whether public or private, for loans, grants, gifts,
26 guarantees, labor, or other aid or financial assistance in

1 furtherance of the Authority's public purpose and to accept and
2 use the same upon such terms and conditions as are prescribed
3 by such federal, state, county, municipal government or agency,
4 or other source;

5 (g) enter into agreements with the federal government or
6 any agency thereof to use the facilities or services of the
7 federal government or any agency thereof in order to further or
8 carry out the public purposes of the Authority;

9 (h) as security for repayment of any note, or other
10 obligations of the Authority, to pledge, mortgage, convey,
11 assign, hypothecate, or otherwise encumber any property of the
12 Authority, including, but not limited to, Real Property,
13 fixtures, and revenues or other funds, and to execute any
14 lease, trust indenture, trust agreement, agreement for the sale
15 of the Authority's notes, or other obligations, loan agreement,
16 mortgage, deed to secure debt, trust deed, security agreement,
17 assignment, or other agreement or instrument as may be
18 necessary or desirable, in the judgment of the Authority, to
19 secure any such notes, or other obligations, which instruments
20 or agreements may provide for foreclosure or forced sale of any
21 Real Property of the Authority upon default in any obligation
22 of the Authority, either in payment of principal, premium, if
23 any, or interest or in the performance of any term or condition
24 contained in any such agreement or instrument;

25 (i) receive and administer gifts, grants, and bequests of
26 money and Real Property consistent with the purpose of the

1 Authority;

2 (j) use any Real Property or fixtures or any interest
3 therein or to rent, license or lease such Real Property to or
4 from others or make contracts with respect to the use thereof,
5 or to sell, lease, exchange, transfer, assign, pledge, or
6 otherwise dispose of or grant options for any such Real
7 Property in any manner as it deems to be in the best interests
8 of the Authority and the public purpose thereof;

9 (k) procure insurance or guarantees from the State or
10 federal government of the payments of any debts or parts
11 thereof incurred by the Authority, and to pay premiums in
12 connection therewith;

13 (l) procure, if required, insurance against losses in
14 connection with the Real Property, assets, or activities of the
15 Authority;

16 (m) enter into contracts and other instruments necessary,
17 incidental, or convenient to the performance of its duties and
18 the exercise of its powers, including, but not limited to, an
19 agreement with a Party for the joint exercise of powers. An
20 agreement with a Party may include contracts for the
21 performance of services by a Party on behalf of the Authority
22 or by the Authority on behalf of a Party;

23 (n) enter into partnerships, joint ventures, and other
24 collaborative relationships with municipalities and other
25 public and private entities for the ownership, management,
26 development, and disposition of Real Property;

1 (o) to enter into contracts and other instruments
2 necessary, incidental, or convenient to the performance of its
3 duties and the exercise of its powers, including, but not
4 limited to, agreements with a Party regarding the disposition
5 of Authority properties located within their boundaries;

6 (p) finance, by loan, grant, lease, or otherwise,
7 refinance, construct, erect, assemble, purchase, acquire, own,
8 repair, remodel, rehabilitate, modify, maintain, extend,
9 improve, install, sell, equip, expand, add to, operate, or
10 manage Real Property or rights or interests in Real Property,
11 and to pay the costs of any such project from the proceeds of
12 revenue bonds, loans by persons, corporations, partnerships,
13 whether limited or general, or other entities, all of which the
14 Authority is authorized to receive, accept, and use;

15 (q) fix, charge, and collect rents, fees, licenses and
16 charges for the use of Real Property of the Authority and for
17 services provided by the Authority;

18 (r) grant or acquire a license, easement, lease (as lessor
19 or lessee), or option with respect to Real Property of the
20 Authority;

21 (s) enter into contracts with nonprofit community land
22 trusts, including, but not limited to, long-term lease
23 contracts;

24 (t) contract for goods and services and engage personnel as
25 necessary, to be paid from the funds of the Authority. The
26 Board shall determine the qualifications, duties, and

1 compensation of those it contracts with and employs;

2 (u) organize and reorganize the executive, administrative,
3 clerical, and other departments of the Authority and to fix the
4 duties, powers, and compensation of all employees, agents, and
5 consultants of the Authority;

6 (v) remediate environmental contamination on any Real
7 Property held by the Authority;

8 (w) acquire, hold, and manage property pursuant to this
9 Act;

10 (x) dispose of property pursuant to this Act;

11 (y) promulgate rules regarding the procurement of
12 contracts and services of local real estate brokers and
13 construction crews pursuant to Section 160 of this Act;

14 (z) submit a redevelopment plan to a municipality with a
15 redevelopment project area and comply with any requirements of
16 the municipality with regard to that plan; and

17 (aa) to do all other things necessary or convenient to
18 achieve the objectives and purposes of the Authority or other
19 laws that relate to the purposes and responsibilities of the
20 Authority.

21 To the extent that any power or duty of the Authority
22 created under this Act conflicts with the powers or duties of a
23 county or township official, the powers or duties of that
24 county or township official shall prevail.".